

## REMARKS

### A. Introduction

In the Office Action, claims 1-27 were alleged to be anticipated by Wiggins, Roma et al. Dodge and Hester. Applicant has amended claims 1 and 15, as well as added new claim 28 to more clearly distinguish the present invention from the prior art. Specifically, claims 1 and 15 each define a futon as including, *inter alia*, a force spreading plate having a detent extending therefrom to establish an angle between seat and back platforms that defines a seat position, during rotation of the seat and back platforms when configuring the futon from a bed position to the seat position.

### B. Wiggins

#### 1. Claims 1 and 15

Wiggins does not teach having a detent of a mortise plate disposed between the seat and back platforms to establish an angular relationship therebetween that defines a seat position of the futon. The detent 25 identified in the Office action as 26, serves merely to rigidly couple the seat and back platforms together to function as a bed. (See col. 4, lines 26-33). From reviewing the figures of Wiggins, e.g., Figs. 1 and 2, it becomes manifest that the angular position between the seat and back platforms are defined by support 16, as well as the can and journal systems. Therefore, Applicant respectfully contends that Wiggins does not anticipate claims 1 and 15, as amended.

#### 2. Claim 28

Claim 28 defines a futon as having a force spreading mortise plate coupled between the back platform and the seat platform that includes a detent, with the seat platform extending in a first plane and the back platform extending in a second plane, with the detent extending transversely to the first and second planes to establish an angular relationship between the seat and back platforms in the seat position. Applicant contends that the arguments set forth above with respect to claims 1 and 15 apply with equal weight here. Therefore, Wiggins does not anticipate new claim 28.

C. Roma et al.

1. Claims 1 and 15

Roma et al. do not teach having a detent of a mortise plate disposed between the seat and back platforms to establish an angular relationship therebetween that defines a seat position of the futon. The detent 25 identified in the Office action is merely a hinge that pivotally couples the seat and back platforms together. (See col. 3, lines 2-15). Furthermore, it is clear from the description that it is the cam and journal system in combination with the electric motors that defined the angular position between the seat and back platforms. (See col. 4, lines 7-25). Therefore, Applicant respectfully contends that Roma et al. do not anticipate claims 1 and 15, as amended.

2. Claim 28

Claim 28 defines a futon as having a force spreading mortise plate coupled between the back platform and the seat platform that includes a detent, with the seat platform extending in a first plane and the back platform extending in a second plane, with the detent extending transversely to the first and second planes to establish an angular relationship between the seat and back platforms in the seat position. Applicant contends that the arguments set forth above with respect to claims 1 and 15 apply with equal weight here. Therefore, Roma et al. do not anticipate new claim 28.

D. Dodge

1. Claims 1 and 15

Dodge does not teach having a detent of a mortise plate disposed between the seat and back platforms to establish an angular relationship therebetween that defines a seat position of the futon. The detent 54 identified in the Office Action serves merely as a cam to facilitate movement between the seat platform and the back platform only to assist in defining the angle of the seating position after rotation. The detent does not function to establish the angle that defines the seat position during rotation of the seat and back platforms as claimed. Therefore, Applicant respectfully contends that Dodge does not anticipate claims 1 and 15, as amended.

## 2. Claim 28

Claim 28 defines a futon as having a force spreading mortise plate coupled between the back platform and the seat platform that includes a detent, with the seat platform extending in a first plane and the back platform extending in a second plane, with the detent extending transversely to the first and second planes to establish an angular relationship between the seat and back platforms in the seat position. Applicant contends that the arguments set forth above with respect to claims 1 and 15 apply with equal weight here. Therefore, Dodge does not anticipate new claim 28.

### E. Hester

Hester does not teach having a detent of a mortise plate disposed between the seat and back platforms to establish an angular relationship therebetween that defines a seat position of the futon. The detent 38 cooperates with the cam 39 to facilitate configuration of the seat and back platforms to move between the beat and seat positions. However, the angle therebetween are not established by the detent 38, but rather by the cam and journal system. (See col. 6, line 51 to col. 7, line 5). Therefore, Applicant respectfully contends that Hester does not anticipate claims 1 and 15, as amended.

## 2. Claim 28

Claim 28 defines a futon as having a force spreading mortise plate coupled between the back platform and the seat platform that includes a detent, with the seat platform extending in a first plane and the back platform extending in a second plane, with the detent extending transversely to the first and second planes to establish an angular relationship between the seat and back platforms in the seat position. Applicant contends that the arguments set forth above with respect to claims 1 and 15 apply with equal weight here. Therefore, Hester does not anticipate new claim 28.

### F. Obviousness

Inchoate in any anticipation rejection is an obviousness rejection prompting Applicant to address the same. The features of claims 1, 15 and 28 discussed above are to reduce the amount of translations movement between the seat and back platforms when changing the configuration of the futon from the bed to seat positions. See ¶[00037]. To that end, Applicant advocates

establishing the desired angle between the seat and back platforms before the futon is configured in the seat position. See *id.* In this manner, the amount of force a user must exert to accomplish the reconfiguration of the futon is reduced. See *id.* None of the cited references are directed to solving Applicant's problem. Therefore, Applicant respectfully contends that a *prima facie* case of obviousness is not present with respect to claims 1, 15 and 28.

G. The Dependent Claims

Considering that the dependent claims include all of the limitations of the independent claims from which they depend, the dependent claims are patentable to the extent that the independent claims are patentable. Therefore, Applicants respectfully contend that the dependent claims define an invention suitable for patent protection.

A Fee Transmittal, along with the required fee for a one-month, small entity, extension of time fee, along with the appropriate fee for one extra dependent claim, is submitted herewith. It is submitted that no further fee is required for this transmittal, however, should a further fee or overpayment be deemed due, please debit or credit Deposit Account No. 50-0345.

Applicant respectfully requests reconsideration and further examination of the application in view of the amendments and remarks set forth herein. A Notice of Allowance is earnestly solicited.

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313.

Signed: Reina R. Bernfeld  
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Respectfully submitted,

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